



Office of the Attorney General
State of Texas

DAN MORALES
ATTORNEY GENERAL

June 17, 1992

Mr. Riley J. Simpson
City Attorney
City of Copperas Cove
P. O. Box 111
Copperas Cove, Texas 76522

OR92-341

Dear Mr. Simpson:

You ask whether certain information is subject to required public disclosure under the Texas Open Records Act, article 6252-17a, V.T.C.S. Your request was assigned ID# 16017.

The City of Copperas Cove (the "city") received an open records request for a copy of the "contract for employment between the City and its City Manager." You contend that this information comes under the protection of sections 3(a)(2) and 3(a)(7) of the Open Records Act.

We note at the outset that section 6(3) expressly makes public "information in any account, voucher, or *contract* dealing with the receipt or expenditure of public or other funds by governmental bodies, not otherwise made confidential by law." (Emphasis added.) Although this provision of section 6 does not override the act's exceptions to required public disclosure listed in section 3(a), it does reflect the legislature's acknowledgment of the public interest in the expenditure of public funds. *See also Palacios v. Corbett*, 172 S.W. 777 (Tex. Civ. App.-- San Antonio 1915, writ ref'd) (citizens' common-law right to inspect county finance records).

With this in mind, we must determine whether the contract may be withheld pursuant to the exceptions you raise. Section 3(a)(2) is designed to protect public employees' personal privacy. The scope of section 3(a)(2) protection, however, is very narrow. *See Open Records Decision No. 336 (1982)*. The test for section 3(a)(2) protection is the same as that for information protected by common-law privacy under section 3(a)(1): To be protected from required disclosure the information must contain highly intimate or embarrassing facts about a person's *private* affairs such that its release would be highly objectionable to a reasonable person

and the information must be of no legitimate concern to the public. *Hubert v. Harte-Hanks Texas Newspapers, Inc.*, 652 S.W.2d 546, 550 (Tex. App.--Austin 1983, writ ref'd n.r.e.). The terms of the employment contract pertain solely to the city manager's employment relationship with the city and as such cannot be deemed to be outside the realm of public interest. Section 3(a)(2) was not intended to protect the type of information at issue here.

You also claim the protection of section 3(a)(7). Section 3(a)(7) protects only an attorney's legal advice and privileged attorney-client communications. Open Records Decision No. 574 (1990). The contract at issue does not consist of legal advice or opinion, or client confidences. Section 3(a)(7) is inapplicable. Accordingly, the contract must be released in its entirety.

Because case law and prior published open records decisions resolve your request, we are resolving this matter with this informal letter ruling rather than with a published open records decision. If you have questions about this ruling, please refer to OR92-341.

Yours very truly,



William Walker
Assistant Attorney General
Opinion Committee

WW/RWP/lmm

Ref.: ID# 16017
ID# 16178

cc: Mr. Edward J. Isenberg
1306 Oak Hill Drive
Copperas Cove, Texas 76522